

QUEENSLAND TITLES REGISTRY

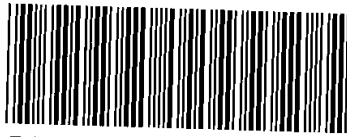
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

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\$96.00

08/12/2021 12:33

GC 470

1. Nature of request

Request to record new Community Management
Statement for Windchimes Way Community Titles
Scheme 28541

Lodger(Name, address, E-mail & phone number)

O'KEEFE MAHONEY BENNETT
SOLICITORS
PO BOX 454
SOUTHPORT QLD 4215
PH: (07) 55550000

Lodger**Code**

GC28

2. Lot on Plan Description

Common property of Windchimes Way
Community Titles Scheme 28541

County

Ward

Parish

Coomera

Title Reference

~~50302618~~
50328618

3. Registered Proprietor/State Lessee

Body Corporate for Windchimes Way Community Titles Scheme 28541

4. Interest

Fee Simple

5. Applicant

Body Corporate for Windchimes Way Community Titles Scheme 28541

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C – By-laws be recorded as the New Community Management Statement for Windchimes Way Community Titles Scheme 28541.

7. Execution by applicant

8/12/2021
Execution Date


Thomas John Robinson, Solicitor

.....Note: A Solicitor is required to print full name if signing on behalf of the Applicant

28541

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

CMS LABEL NUMBER

1. Name of community titles scheme Windchimes Way Community Titles Scheme 28541		2. Regulation module Standard	
3. Name of Body Corporate Body Corporate for Windchimes Way Community Title Scheme 28541			
4. Scheme land			
Description of Lot	County	Parish	Title Reference
Common Property of Windchimes Way Community Titles Scheme 28541 *SEE ENLARGED PANEL*	Ward	Coomera	50382018 50328618
5. Name and address of original owner Not applicable # first community management statement only		6. Reference to plan lodged with this statement Not applicable	

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of Body Corporate



24/11/2021
Execution Date

Kim Fa Jang
Chairperson/Secretary

24/11/2021
Execution Date

Timothy Peter Kwast
Committee Member
Execution - TREASURER

*Original owner to execute for a first community management statement
*Body Corporate to execute for a new community management statement

Privacy Statement

Collection of information from this form is authorised by legislation and issued to maintain publicly searchable records. For more information see the Department's website.

ENLARGED PANEL

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Windchimes Way CTS 28541	Ward	Coomera	50328618
Lot 1 on SP 129432	Ward	Coomera	50328619
Lot 2 on SP 129432	Ward	Coomera	50328620
Lot 3 on SP 129432	Ward	Coomera	50328621
Lot 4 on SP 129432	Ward	Coomera	50328622
Lot 5 on SP 129432	Ward	Coomera	50328623
Lot 6 on SP 129432	Ward	Coomera	50328624
Lot 7 on SP 129432	Ward	Coomera	50328625
Lot 8 on SP 129432	Ward	Coomera	50328626
Lot 9 on SP 129432	Ward	Coomera	50328627
Lot 10 on SP 129432	Ward	Coomera	50328628
Lot 11 on SP 129432	Ward	Coomera	50328629
Lot 12 on SP 129432	Ward	Coomera	50328630
Lot 13 on SP 129432	Ward	Coomera	50328631
Lot 14 on SP 129432	Ward	Coomera	50328632
Lot 15 on SP 129432	Ward	Coomera	50328633
Lot 16 on SP 129432	Ward	Coomera	50328634
Lot 17 on SP 129432	Ward	Coomera	50328635
Lot 18 on SP 129432	Ward	Coomera	50328636
Lot 19 on SP 129432	Ward	Coomera	50328637
Lot 20 on SP 129432	Ward	Coomera	50328638
Lot 21 on SP 129432	Ward	Coomera	50328639
Lot 22 on SP 129432	Ward	Coomera	50328640
Lot 23 on SP 129432	Ward	Coomera	50328641
Lot 24 on SP 129432	Ward	Coomera	50328642
Lot 25 on SP 129432	Ward	Coomera	50328643
Lot 26 on SP 129432	Ward	Coomera	50328644
Lot 27 on SP 129432	Ward	Coomera	50328645
Lot 28 on SP 129432	Ward	Coomera	50328646
Lot 29 on SP 129432	Ward	Coomera	50328647
Lot 30 on SP 129432	Ward	Coomera	50328648
Lot 31 on SP 129432	Ward	Coomera	50328649
Lot 32 on SP 129432	Ward	Coomera	50328650

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 129432	10	41
Lot 2 on SP 129432	10	40
Lot 3 on SP 129432	10	38
Lot 4 on SP 129432	10	37
Lot 5 on SP 129432	10	37
Lot 6 on SP 129432	10	37
Lot 7 on SP 129432	10	38
Lot 8 on SP 129432	10	37
Lot 9 on SP 129432	10	37
Lot 10 on SP 129432	10	37
Lot 11 on SP 129432	10	37
Lot 12 on SP 129432	10	37
Lot 13 on SP 129432	10	37
Lot 14 on SP 129432	10	37
Lot 15 on SP 129432	10	37
Lot 16 on SP 129432	10	42
Lot 17 on SP 129432	10	42
Lot 18 on SP 129432	10	54
Lot 19 on SP 129432	10	38
Lot 20 on SP 129432	10	37
Lot 21 on SP 129432	10	37
Lot 22 on SP 129432	10	37
Lot 23 on SP 129432	10	37
Lot 24 on SP 129432	10	37
Lot 25 on SP 129432	10	37
Lot 26 on SP 129432	10	37
Lot 27 on SP 129432	10	38
Lot 28 on SP 129432	10	38
Lot 29 on SP 129432	10	38
Lot 30 on SP 129432	10	38
Lot 31 on SP 129432	10	38
Lot 32 on SP 129432	10	41
TOTALS	320	1230

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. The scheme is part of a layered arrangement of the community titles schemes. The scheme to which this statement applies is a subsidiary scheme of the Oyster Cover Waterfront Community Titles Scheme 28389 ('the Principal Scheme').
2. It is intended that the scheme may be amalgamated with the subsidiary scheme to be created for the stage 2 precinct land identified in the first community management statement for the Principal Scheme, to form a new single subsidiary scheme.
3. It is intended that Champagne Boulevard Community Titles Scheme 22632 and Prosperity Drive Community Titles Scheme 22633 will be invited to amalgamate with the Principal Scheme with the intention that if either or

both of those schemes elect to so amalgamate with the Principal Scheme, they will ultimately do so by amalgamating with the scheme to form a new subsidiary scheme, the body corporate of which will be a member of the body corporate for the Principal Scheme, if the legislation permits.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In these By-laws, unless the context otherwise requires:

1.1.1.1 "**Act**" means the *Body Corporate and Community Management Act 1997*;

1.1.1.2 "**Body Corporate**" means the body corporate for the Scheme;

1.1.1.3 "**Building**" means any fixed structure that is wholly or partly enclosed by walls and is roofed and includes any part of such a structure;

1.1.1.4 "**Committee**" means the committee of the Body Corporate;

1.1.1.5 "**Committees Representative**" means a member of the Committee appointed by it from time to time to represent it;

1.1.1.6 "**Common Property**" has its meaning under the Act;

1.1.1.7 "**Dwelling**" means a residential dwelling constructed on a Lot;

1.1.1.8 "**Lot**" means a lot in the Scheme and includes any lot created by a subsequent re-subdivision under the Act of any part of the Scheme Land;

1.1.1.9 "**Occupier**" means the legal occupant from time to time of a Lot;

1.1.1.10 "**Owner**" means owner of a Lot;

1.1.1.11 "**Person**" means a person bound by these By-laws;

1.1.1.12 "**Principal Scheme**" means Oyster Cove Waterfront Community Titles Scheme 28389;

1.1.1.13 "**Scheme**" means Windchimes Way Community Titles Scheme 28541;

1.1.1.14 "**Scheme Land**" means the land comprised in the Scheme;

1.1.1.15 "**Vehicle**" has its meaning under the Traffic Act.

1.2 Interpretation

1.2.1 in these By-laws, except to the extent that the context otherwise requires:

1.2.1.1 the singular included the plural and vice versa;

1.2.1.2 'person' includes a natural person, each other kind of legal entity and an unincorporated association;

1.2.1.3 reference to a statute or any other law is a reference to the statute or law.

1.3 clause headings will be disregarded in the interpretation of these By-laws.

2. USE OF LOTS

2.1 An Owner or Occupier must only use its Lot for any other purpose than in accordance with its use as approved by the development approval and in accordance with local council regulations, laws and rules or these By-laws.

2.2 An Owner or Occupier may use its Lot as a home office only so long as such use does not in any way interfere with the peaceful enjoyment of other Owners or Occupiers of their respective Lot and the Common Property and is not in contravention of any requirements of the local council regulations, laws and rules or these By-laws.

2.3 All Lots must be kept clean by Owners and Occupiers and all practical steps must be taken to prevent infestation by vermin and/or insects.

- 2.4 All doors and windows to any Lot must be securely fastened on all occasions with the Lot is left unoccupied and the Body Corporate or its agent has the right to enter and fasten any doors and windows if left insecurely fastened.

3. NOISE

- 3.1 An Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 3.2 In particular, no Owner or Occupier:
- 3.2.1 shall hold or permit to be held any social gathering in his or her Lot which is likely to breach this By-law;
 - 3.2.2 permit any musical instrument to be practised or played in his or her Lot between the hours of 7:00pm and 8:00am;
 - 3.2.3 if a musical instrument is practised between the hours of 8.00am and 7.00pm, then such practice must not extend beyond a period of one (1) hour and must be mindful to neighbours; and
 - 3.2.4 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.
- 3.3 Where there is any unavoidable noise in a Lot which at any time may breach this By-law, the Owner or Occupier must take all practicable steps to minimise annoyance to other Lot Owners and Occupiers by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 3.4 An Owner or Occupier of a Lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owners or Occupiers of another Lot or of any person lawfully using common property.

4. CORRESPONDENCE WITH COMMITTEE

- 4.1 Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.
- 4.2 In addition to by-law 4.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.
- 4.3 The Committee is authorised by this by-law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and by-law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this by-law pursuant to the dispute resolution provisions of the Act.

5. NUISANCE

- 5.1 An Owner or Occupier must not:
- 5.1.1 cause a nuisance or hazard;
 - 5.1.2 interfere unreasonably with the use or enjoyment of another Lot in the Scheme; or
 - 5.1.3 interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

6. APPEARANCE

- 6.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot that will effectively change the aesthetics of the street.
- 6.2 The Owner or Occupier of a Lot must not:
- 6.2.1 subject to by-law 6.3, display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

- 6.3 The Owner of a lot is permitted to allow a licensed real estate agent to place a sign on the common property for the purpose of 'open home' inspections only subject to the owner of a lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on common property must be removed by the owner or the owner's agent by the end of the day that the 'open home' inspection was held.

7. AUCTIONS

- 7.1 An Owner or Occupier must not permit any auction sale to be conducted or to take place in the Lot or within the Scheme Land without the prior notification to the Body Corporate.

8. KEEPING OF ANIMALS

- 8.1 This By-Law is subject to Section 181 "Guide, hearing and assistance dogs" of the Act as amended or varied from time to time.
- 8.2 This By-law applies to Owners and Occupiers within the Body Corporate.
- 8.3 If any approval is granted by the Committee for the keeping of an animal within a Lot it will be subject to (at a minimum) the following conditions:
- 8.3.1 an Owner of a lot is only permitted to keep two (2) animals in a Lot (unless otherwise approved in writing by the Committee);
 - 8.3.2 the animal/s must not cause a nuisance to, or disturb, any other Owner or Occupier;
 - 8.3.3 dogs are not allowed on Common Property except if on a leash or carried;
 - 8.3.4 if the animal defecates whilst on the Common Property (which must not be encouraged by the Owner of the animal), then any waste from the animal must be disposed of in a hygienic manner by the Owner; and
 - 8.3.5 the animal must possess a microchip as if it were an applicable cat or dog regulated by the *Animal Management (Cats and Dogs) Act 2008* unless it is not reasonably feasible.
- 8.4 The Owner of the animal must indemnify the Body Corporate from any legal action, claim, damages, injury or compensation arising from any breach of this By-Law.

9. DAMAGE TO COMMON PROPERTY (INCLUDING GARDENS AND LAWNS)

- 9.1 An Owner or Occupier of a Lot must not:
- 9.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
 - 9.1.2 except with the prior written approval of the Committee, use for his or her own purposes as a garden any portion of the Common Property.
- 9.2 An Owner or Occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Committee.

10. VEHICLES

- 10.1 An Owner, Occupier or invitee must not park or keep any vehicle on a Lot except wholly within the parking area designated for it and except that a recreational vehicle, as defined in by-law 10.5, may be parked or kept elsewhere on the Lot if it is screened so as not to be visible from any other Lot or Common Property, unless otherwise approved in writing by the Committee.
- 10.2 An Owner, Occupier or invitee must not park or keep any vehicle on a lawned area, whether on their own Lot or Common Property, for more than 24 hours.
- 10.3 An Owner, Occupier or invitee must not park or keep a vehicle of a commercial type (which includes, but without limitation), a truck, bus, semi-trailer, operable vehicle equipment, whether mobile or otherwise or commercial trailer within the Scheme Land except for the purpose, and in the course of, commercial deliveries.

- 10.4 The Owner or Occupier of a Lot must not, without the Committee's prior approval, repair or store a vehicle on the Common Property or permit an invitee to repair or store a vehicle on the Common Property in breach of this By-law:
- 10.4.1 an approval under this By-law must state the period for which it is given; and
- 10.4.2 the Committee may withdraw an approval granted under this By-law on the giving of 24 hours notice.
- 10.5 A vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like vehicles.
- 10.6 A vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate. This by-law does not include Emergency Service Vehicles.
- 10.7 If an Owner or Occupier has more than one vehicle, then the Owner or Occupier must not use the Common Property to park any other vehicles.
- 10.8 If an Owner or invitee allows a vehicle to be parked in a manner which is in contravention of By-law 10, then such vehicle may be towed by the Body Corporate (at the direction of the Committee) and such costs will be the responsibility of the Owner of the vehicle.
- 10.9 For the safety of all persons on Scheme Land, the speed limit for vehicles on Scheme Land is 20kph.
- 10.10 Owners or Occupiers are to ensure that all trade vehicles are parked in their driveway or on the roadside for no more than eight (8) hours at any one time.
- 10.11 Owners or Occupiers may, with the prior written consent of the Committee, park a vehicle on hard stands in accordance with the following measurements and conditions, unless otherwise approved by the Committee, on their lot:
- 10.11.1 For a vehicle up to the size of an SUV, 2.5m width, 6.5m x 3m;
- 10.11.2 For a boat up to the size of 6.5m or less;
- On the condition that no street parking will be permitted.

11. GARBAGE COLLECTION

- 11.1 An Owner or Occupier must ensure that:
- 11.1.1 all their household garbage and garden refuse is suitably bagged or wrapped and disposed of properly in the bins provided by Council;
- 11.1.2 items for recycling such as bottles, containers, and boxes are placed in the appropriate bins provided by the Council;
- 11.1.3 non-recyclable items such as plastic bags and food scraps are not placed in recycle bins;
- 11.1.4 all other refuse is disposed of according to law;
- 11.1.5 in disposing of their household waste, they do so in a way that is not likely to adversely affect the health, hygiene or comfort of the Occupiers of other Lots;
- 11.1.6 they place their bins at the nominated collection point on designated collection days; and
- 11.1.7 they collect and return their empty bins as soon as practicable on the same day.
- 11.1.8 the bin is not overloaded to more than the maximum weight and volume for the bin.

12. ALTERATIONS AND RENOVATIONS TO LOTS

- 12.1 Pursuant to 6.1 any approved alterations meet all relevant Council and State building and fire regulations.
- 12.2 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.
- 12.3 The Owners are to provide contractors with the current trades code as necessary for them to access the main gates.
- 12.4 Contractors are not to have radios playing loudly.

- 12.5 The following conditions apply to access and the removal of rubbish created by the Works:
- 12.5.1 all works are to be carried out in a clean and efficient manner;
 - 12.5.2 all waste must be removed by the contractor, Owner or Occupier in a timely manner;
 - 12.5.3 contractors' rubbish skips can be placed on the Owners or Occupiers property and not on Common Property without prior approval from the Committee.

13. INVITEES

- 13.1 Each Person must:
- 13.1.1 ensure his invitees comply with these By-laws; and
 - 13.1.2 if an invitee fails to comply, forthwith cause that invitee to leave the property.
- 13.2 A person who lets his Lot must take all reasonable steps (including any action available to him under relevant lease or agreement) to ensure that the lessee and the lessee's invitees comply with these By-laws.

14. FLAMMABLE MATERIALS

- 14.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, store any flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 14.2 The Owner or Occupier must only store a volume that is adequate for domestic purposes and the substance stored must be in a container that complies with regulations applicable to the domestic storage of that particular substance.
- 14.3 However, this section does not apply to the storage of fuel in:
- 14.3.1 Gas bottles for barbeques; or
 - 14.3.2 the fuel tank of a vehicle or boat or internal combustion engine; or
 - 14.3.3 a tank kept on a vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

15. SECURITY

- 15.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.
- 15.2 The Body Corporate:
- 15.2.1 is responsible for control of the security system;
 - 15.2.2 may employ agents or contractors to operate the system; and
 - 15.2.3 is responsible for the maintenance and upkeep of all Common Property areas and facilities, including but not limited to security gates and any electrical or other fixtures associated with them, common property fencing, sewage pump stations.
- 15.3 The security arrangements may, at the discretion of the Committee, include without limitation the following:
- 15.3.1 the right (upon complaint) to remove any person from the Scheme Land or to refuse admission to any person it considered is likely to be a nuisance or a security risk;
 - 15.3.2 the right to enter upon any part of the Scheme Land for the purpose of maintain its security;
 - 15.3.3 that parts of the Common Property are secured against entry by unauthorised persons; and
 - 15.3.4 that security patrols, locks and other security devices are used to implement or operate it.
- 15.4 The Body Corporate may erect, maintain and cause to be operated, gatehouses or other security structures for the purpose of regulating or prohibiting access to any part of the Common Property.

16. OBSTRUCTION

A person must not obstruct the lawful use of the Common Property by any person or access to another Lot.

17. RECOVERY BY BODY CORPORATE

- 17.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these By-laws an Occupier or invitee, the Body Corporate is entitled to recover the amount spent as a debt in any court Action from the owner of the relevant Lot.
- 17.2 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:
- 17.2.1 recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and
- 17.2.2 all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

18. PRINCIPAL SCHEME BY-LAWS

- 18.1 An Owner or Occupier must at all times observe and comply with the Principle Scheme By-laws.
- 18.2 Pursuant to the Principal Scheme By-laws:
- 18.2.1 a Person must not alter, deface or damage any revetment wall forming part of a Lot or Common Property where such a revetment wall is adjacent to or forms part of the boundary of a waterway (as defined in the Principle Scheme By-laws) without the written consent of the Body Corporate, the Principal Scheme Body Corporate and any other approval required by law;
- 18.2.2 a Person must promptly notify the Principal Scheme Body Corporate of any damage to or defect in such a revetment wall on a Lot or Common Property;
- 18.2.3 a Person must pay for any damage to such a revetment wall and to any other Lots or Common Property of the Scheme or the Principal Scheme caused by that person's improper alteration, defacing or damage to such a revetment wall on a Lot or Common Property.
- 18.3 Subject to By-law 18.2.3, the Body Corporate:
- 18.3.1 will be responsible for the supply of cleaning, maintenance, repair and replacement services in relation to any such revetment wall on a Lot or Common Property and for that purpose engages the Principal Scheme Body Corporate to supply those services;
- 18.3.2 must ensure that such a revetment wall on a Lot or Common Property is properly maintained in a good and structurally sound condition so that lateral and/or subjacent support exists and is maintained in favour of the Common Property and/or the Principal Scheme Common Property and in particular any Waterway;
- 18.3.3 and the Principal Scheme Body Corporate, are entitled to such reasonable access to a Lot or Common Property to maintain and repair such a revetment wall to ensure that the revetment wall is maintained in a structurally sound condition in accordance with this By-law 18.

19. SEVERABILITY

If it is held by a court of competent jurisdiction that:

- 19.1 any part of these By-laws is void, voidable, unenforceable or ultra vires; or
- 19.2 these By-laws would be void, voidable, unenforceable or ultra vires unless some part of them were served from the remainder of them,

then that part will be servable and served from these By-laws but without effecting the continued operation of the remainder.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Nil